



CITY OF MANCHESTER
Department of Public Works
475 Valley Street, Manchester NH 03103
(603) 624-6444

INVITATION TO BID

Sealed bids will be received at the Department of Public Works, 475 Valley Street, Manchester, New Hampshire, before or at **1:00 PM** prevailing time of the **23rd day of March, 2023** for the following items:

CONCRETE SEWER & DRAINAGE STRUCTURES FY23-500-57

Bid Invitations and specifications will be available online at:

<http://www.manchesternh.gov/bids>

Questions regarding this request should be directed to Mr. Jesse Boisvert, Purchasing Agent via email at Purchasing@manchesternh.gov.

The Public Works Director reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Timothy J. Clougherty
Public Works Director

GENERAL:

1. Bids will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Invitation to Bid and then publicly read aloud for the information of Bidders and others properly interested who may be present either in person or by representative. **NO BIDS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined works when used in this document:
 - a. The word "**City**" means City of Manchester, New Hampshire.
 - b. The word "**Bidder**" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
 - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Invitation to Bid, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.
4. Each bid must give the full business address of Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. Bids must be securely sealed in a suitable envelope (facsimile and emailed submissions will not be accepted), addressed and marked on the outside as follows:

FY23-500-57. CONCRETE STRUCTURES

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

***PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR
BIDS NOT PROPERLY MARKED.***

6. It will be the responsibility of the Bidder to see that their bid is received by the Purchasing Division as specified.
7. Each bid is received with the understanding that the acceptance in writing via email by the City of the Bidder to furnish any or all of the products/services described therein or as otherwise negotiated, shall constitute a contract between the Bidder (Contractor) and the City, which shall bind the Bidder (Contractor) on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted bid; and the City on its part to order from such Bidder (Contractor), except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. A contract agreement that is customarily employed by the City will be used when/if the contract is extended in subsequent years (periods). The extension will incorporate the original Invitation to Bid and terms and conditions of the Sealed Bid Invitation. A copy of the Contract Agreement is attached hereto.
9. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
10. The solicitation document maintained by the Purchasing Division, in the appropriate file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.
11. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Bid Invitation. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

Email: Purchasing@manchesternh.gov

Subject: Concrete Structures

five (5) or more working days before the date fixed for the opening of bids. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Bid Invitation which, if issued, will then be posted on the website: www.manchesternh.gov/bids. All such addenda shall become a part of the complete Sealed Bid Invitation. It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date bid package.

12. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Bid must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if necessary.
13. Bids must be submitted on the Bid Schedule hereinafter provided. Prices shall be clearly and fully stated in units of quantities specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges that have not already been disclosed on the bid schedule. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.
14. **Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated, including any and all freight and packing charges.**
15. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
16. Prices stated shall remain firm for the duration of the contract.
17. It is understood and agreed that in the event of failure/default on the part of the Contractor to indicate date of delivery and/or completion, delivery and/or completion will be made within **ten (10)** business days from date of receipt of order. Should the successful Contractor fail to make delivery or complete the contract within time specified, the City reserves the right to procure the equipment/product from other sources, and hold the Contractor liable for any excess cost.
18. The City reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the City shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the City.
19. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.

20. The time of proposed delivery must be stated in definite terms. If time of delivery for different products/services varies, the Bidder shall so state.
21. The City reserves the right to divert delivery from one location to another, and to allow for any change in operation conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.
22. Samples, when requested, must be furnished free of expense. Upon request, if not destroyed, sample will be returned at the bidders risk and expense.
23. Any equipment/product delivered must be standard new and unused, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment/product is not described, it shall be understood that all equipment/product and accessories that are usually provided in the manufacturer's stock model shall be furnished.
24. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
25. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
26. Conditional and/or alternative bids will not be accepted.
27. The City reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the City.
28. Awards will be made in the best interest of the City. In determining what would be in the best interest of the City, the following shall be considered:
 - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
 - b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;

- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and services for the use of the subject of the Contract;
- i. to the "lowest responsible bidder" quoting the lowest net price in accordance with specifications;
- j. The number or scope of conditions attached to this bid.

29. The City reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the City reserves the right to award materials on the basis of the lowest total cost of the bid item to the City, including the City's cost of transportation to and from the source.

In cases where two or more Bidders have the same net bid, the City may give preference to firms located within the City.

Award of materials to be picked up by the City will be made based on the lowest total of the net price per ton of the bid plus a transportation allowance of \$2.20 per mile, multiplied by the round trip distance of the shortest route from the pit to the Public Works Department Yard at 475 Lincoln Street, Manchester, New Hampshire i.e.:

$$\text{Net Price per Ton} + (2.20 \text{ per mile} \times \text{Round Trip Mileage}) = \text{Total Cost to the City.}$$

30. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the Purchasing website: www.manchesternh.gov/bids.
31. The Bidder must certify that no official or employee of the City or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.

32. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the City harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
33. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
34. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
35. The Bidder to whom a contract is awarded guarantees to the City that all items furnished under this contract shall be free of defects in design, materials and workmanship for a period of one (1) year after final inspection and acceptance. The Contractor shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.
36. The Bidder to whom a contract is awarded guarantees to the City that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
37. The Bidder, if awarded an order or contract, agrees to provide to the City proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) **PREPRINTED** on it. Any impertinent information may be blackened out before sending to the City. Copies of tax returns must show taxpayer section and signature.
38. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.
39. Payment Terms:
 - a. Delivery and Acceptance: Upon delivery and acceptance of the product by the

department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.

- b. Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.
 - c. Payment can also be made by City departments via credit card or EFT payments. If either method is chosen by Contractor/Department, no additional charges will be assessed to the City.
40. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
41. The Public Works Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days notice by registered mail.
42. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Public Works Director or designee.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE
CANCELLATION OF AN ORDER OR CONTRACT**

SPECIFICATIONS: Please see attached.

SAMPLE CONTRACT

City of Manchester
Department of Public Works
475 Valley Street
Manchester, New Hampshire 03103

Agreement made _____, 20____, between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and _____ of _____, City of _____, County of _____, State of _____, herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

1. _____, being the lowest responsible Bidder, shall provide to the City the following supplies, materials, equipment and services:

Such supplies, materials, equipment, and services shall be provided in accordance with the bid made by _____ pursuant to the Invitation to Bid and Terms & Conditions contained in Sealed Bid Invitation _____, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The City shall pay _____, the price and amount set out in Contractor's bid on delivery to and acceptance by City of the supplies, materials, equipment, and services herein described, and on filing by _____ and approval by the City of a verified claim for the amount due.
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at 475 Valley Street, Manchester, New Hampshire on the day and year first above written.

ACKNOWLEDGED BY:

CITY OF MANCHESTER:

SPECIFICATIONS

The City of Manchester, New Hampshire is hereby requesting firm pricing for various concrete sewer and drainage structures.

Any Contractor bidding on these products shall have been in the business of producing precast concrete products, similar to those as part of this bid, for a minimum of three (3) years.

The Contractor shall maintain a permanent quality control department or retain an independent testing agency on a continuing basis. The agency shall issue a report, certified by a licensed engineer, detailing the ability of the Contractor to produce quality products consistent with industry standards.

The Contractor shall be certified by the National Precast Concrete Association's Plant Certification Program prior to and during production of the products covered by this bid invitation.

Products shall conform to the requirements set forth in the: Standard Specifications for Road, Drain and Sewer Construction of the City of Manchester Department of Public Works. Standard specifications are available at no cost at the following website:

<http://www.manchesternh.gov/website/Departments/Purchasing/FormsandDocuments/tabid/307/Default.aspx>

Specifications may also be obtained at the Department of Public Works for twenty-five (\$25.00) dollars cash or check, non-reimbursable. The check shall be made payable to: Department of Public Works, City of Manchester NH.

Products shall conform, but are not limited to the following sections in the: Standard Specifications for Road, Drain and Sewer Construction of the City of Manchester Department of Public Works.

- Section 520: Portland Cement Concrete
- Section 544: Reinforcing Steel
- Section 602: Sanitary Sewer Manholes
- Section 604: Catch Basins, Drop Inlets and Drain Manholes

Shop drawings for any precast structure, frames, grates and covers shall be submitted with the bid for approval.

PERTAINING TO ALL PRODUCTS ON BID

Products that are part of this bid will be used in projects that are funded by Federal Community Development Block Grant money, as such, Bidders/Contractors must adhere to the US Department of Housing and Urban Development Supplementary General Conditions as provided in Attachment 'A'.

Plans:

Successful bidder shall be able to accept plans sent electronically.

Termination:

The City reserves the right to terminate the contract entered into as a result of this bid if the goods or services are at any time deemed to be unsatisfactory.

Contract Length:

The operative period of this contract shall be from award notification to April 1, 2024.

Bid prices shall remain firm for the duration of the contract.

The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon mutual agreement between successful bidder and the City.

Exceptions/Deviations:

If the Bidder has any exceptions or deviations please submit those on your own letterhead and check the box on page 15.

Submittal:

Bidders must submit pages 13 – 15.



CITY OF MANCHESTER DEPARTMENT OF PUBLIC WORKS

DELIVERY POLICY

The Public Works Department delivery policy is as follows:

If dropping material at Drop-off Facility:

- Material must be dropped during hours of operation. (M-F, 7:30 AM – 2:30 PM).
- Delivery slip must be signed by a Public Works Representative. Slips that have not been signed by a Public Works Representative will be considered ***not received***, and will not be paid for.

If dropping material at a job site:

- Supervisor must be contacted and a time arranged to have material dropped.
- Delivery slip must be signed by a City representative. Slips that have not been signed by a representative will be considered ***not received***, and will not be paid for.

Contract/Product: _____

Company: _____

Please verify that you have read and understand the above statements by signing below.

Signature

Print Name

BID SCHEDULE

PROPOSAL FOR: CONCRETE SEWER & DRAINAGE STRUCTURES (FY23-500-57)

DATE & TIME: MARCH 23, 2023 at 1:00 PM

The undersigned, as Bidder, hereby declares that before preparing this bid, he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City in accordance with the specifications, terms, and conditions as spelled out in this Sealed Bid Invitation.

2' x 2' Square Type C Inlet Top	\$_____ each
24" Diameter Round Type C Inlet Top	\$_____ each
Slab Top for 48" I.D. Structure with 24" Opening	\$_____ each
Slab Top for 48" I.D. Structure with 30" Opening	\$_____ each
40" x 72" Slab Top Type A	\$_____ each
40" x 72" Slab Top Type B	\$_____ each
Eccentric Cone Section, 3', 48" to 24"	\$_____ each
Eccentric Cone Section, 3', 48" to 30"	\$_____ each
Eccentric Cone Section, 4', 48" to 24"	\$_____ each
Eccentric Cone Section, 4', 48" to 30"	\$_____ each
Riser Section, 48" I.D.	\$_____ per v.f.
Riser Section, 60" I.D.	\$_____ per v.f.
Riser Section, 72" I.D.	\$_____ per v.f.
Reducer Section, 60" I.D. to 48" I.D.	\$_____ each
Reducer Section, 72" I.D. to 48" I.D.	\$_____ each
Base Section, 48" I.D. including bottom slab	\$_____ per v.f.
Base Section, 60" I.D. including bottom slab	\$_____ per v.f.
Base Section, 72" I.D. including bottom slab	\$_____ per v.f.
Drop Inlet Type D, 3.5', 24" I.D.	\$_____ each
Base Bottom Slab for 48" I.D. Structure	\$_____ each
Base Bottom Slab for 60" I.D. Structure	\$_____ each
Base Bottom Slab for 72" I.D. Structure	\$_____ each

E.Z. \$_____ each

Grade Ring, 24" I.D. (6" in height) \$_____ each

Grade Ring, 30" I.D. (6" in height) \$_____ each

Floor Charge – 48" I. D. \$_____ each

Floor Charge – 60" I. D. \$_____ each

Floor Charge – 72" I. D. \$_____ each

Please fill in the table below with the price (in \$) of a complete base section

Manhole "Riser" Base Prices			
Size	4' Diameter	5' Diameter	6' Diameter
2' High			
2' 6" High			
3' High			
3' 6" High			
4' High			
4' 6" High			
5' High			
5' 6" High			
6' High			
6' 6" High			
Floor Charge			
Bases per V.F.			

So we have a good understanding of your figures please provide the breakdown for a 3' high, 4' in diameter Riser Base. _____

This form must be signed. All signatures must be original and not photocopies.

Concrete Sewer Drainage Structures (FY23-500-57)

Authorized signature & title of Bidder

Print or type name & title of Bidder

Company Name (Corporation/general partnership organized & existing under the laws of the State of _____)

Address

City, State, Zip

REQUIRED

Date Quotation Made: _____ Email Address: _____

Phone #: _____ Fax #: _____

Vendors will be notified via email only – if no email is provided it will be the bidders' responsibility to check the website for the City of Manchester Purchasing Division for results

Exceptions to the above specifications must be duly noted on your letterhead as a separate sheet. Please check the box if you have exceptions. ☐

ATTACHMENT A

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SUPPLEMENTARY GENERAL CONDITIONS

Some of the materials purchased under this contract are being funded in part through a grant from the US Department of Housing and Urban Development Community Development Block Grant Program and is subject to the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended. As such the successful bidder will need to comply with certain conditions pertaining to Davis Bacon Wage Rates, reporting, nondiscrimination, etc., in the fulfillment of the contract to be awarded. The successful bidder shall also comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and codes in the performance of this contract. Local firms, minority and women owned businesses where appropriate, shall be given “maximum feasible opportunity” to participate in contracts and subcontracts resulting from this project.

The City of Manchester is an equal opportunity / affirmative action agency. All qualified bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

During the performance of this contract the Contractor agrees to comply with the following rules, regulations, policies and procedures in accordance with the requirements associated with the use of Community Development Block Grant monies for project funding.

1. **RESTRICTION ON DISBURSEMENTS.** No money under this Agreement shall be disbursed by the Contractor to any subcontractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the subcontractor is in compliance with DHUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.

2. **DEFINITIONS. (As used in this Agreement).**

- a. ***Operating Agency*** means the Manchester Department of Highways that has the responsibility for the administration of this project.
- b. ***Contractor*** means the business entity under contract with the Operating Agency for the fulfillment of the activities desired under this contract.
- c. ***Area*** means the geographical confines of the Project worksite.
- d. ***Subcontractor*** means an entity, other than the Contractor that furnishes services or supplies (other than standard commercial supplies, office space or printing services).

- e. **DHUD** means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
- f. **Program** means the Community Development Block Grant Program approved by DHUD as the same may from time to time be amended.

3. **RECORDS.**

- a. **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by DHUD or the City with respect to all matters covered by this Agreement. Except as otherwise authorized by DHUD, such records shall be maintained for a period three (3) years after receipt of the final payment under this Agreement.
- b. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

4. **REPORTS AND INFORMATION.** At such times and in such form as the Operating Agency or DHUD may require there shall be furnished to DHUD or the Operating Agency such statements, records, reports, data and information as the Operating Agency or DHUD may request pertaining to matters covered by this Agreement.

5. **AUDITS AND INSPECTIONS.** At any time during normal business hours and as often as the Operating Agency, DHUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the Operating Agency, DHUD and/or representatives of the Comptroller General for examination, all of its records with respect to all matters covered by this Agreement and the Contractor shall permit the Operating Agency DHUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, employment and other data relating to all matters covered by this contract.

6. **DHUD REQUIREMENTS.** Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by DHUD at any time, or if the grant to the Operating Agency under Title I of the Housing and Community Development Act of 1974 is suspended or terminated.

7. **CONFLICT OF INTEREST.**

- a. **Interest of Members of Operating Agency.** No officer, employee or agent of the Operating Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the Program or any other person, who

exercises any function or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement: and the Operating Agency shall take appropriate steps to assure compliance. Provided however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment or any participation by residents of the area.

- b. **Interest of Contractor and Employees.** The Contractor agrees that it will incorporate into every contract required to be in writing the following provision:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program has any personal financial interest, direct or indirect, in this Agreement. The Contractor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the geographical confines of the City or any parcels therein, which could conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed to the City; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

8. **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY/ NON-DISCRIMINATION.**

- a. In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, marital status, familial status, age or mental or physical handicap, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, marital status, familial status, age, mental or physical handicap. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices to be provided by DHUD setting forth the provisions of this nondiscrimination clause.
- b. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, marital status, familial status, age, mental or physical handicap.

- c. No person in the United States shall, on the ground of race, color, religion, or national origin, marital status, familial status, age, mental or physical handicap be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of DHUD effectuating Title VI of the Civil Rights Act of 1964.
- d. The Contractor hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the equal opportunity clause which is a part of the labor standards provisions attached hereto.
- e. The Contractor further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work:
- f. The Contractor agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish DHUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist DHUD in the discharge of its primary responsibility for securing compliance.
- g. The Contractor further agrees that it will refrain from entering into any subcontract or subcontract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings the City may take any or all of the following actions: terminate or suspend in whole or in part this contract; refrain from awarding any further contracts to the Contractor under this program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **AFFIRMATIVE ACTION - HANDICAPPED WORKERS.**

- a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor

agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issues pursuant to the Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issues pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Director, provided by or through the Contractor. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The Contractor will include the provisions of this clause substituting the word "Subcontractor" for "Contractor" in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issues pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action of noncompliance.

10. **AFFIRMATIVE ACTION - DISABLED VETERANS AND VIETNAM VETERANS**

- a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the

Vietnam era without discrimination based upon their disability or veterans status in any employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Contractor agrees to list all employment openings, which exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement and including those occurring at an establishment of the Contractor other than the one wherein the services and activities funded under this Agreement are being performed but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.
- c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations, which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- d. The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on the job training under 38 USC 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Agreement identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Agreement, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representative of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job opening, recruitment and placement.

- e. Whenever the Contractor becomes contractually bound to the listing Provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Agreement clause.
- f. This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- g. The provisions of paragraphs (b), (c), (d) and (e) of this clause do apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- h. As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting three days or less. This term includes full time employment, temporary employment of more than three days' duration, and part time employment.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "positions that will be filled from with the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

- (4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- i. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issues pursuant to the Act.
 - j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - k. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
 - l. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
 - m. The Contractor will include the provisions of this clause substituting the word "subcontractor" for "Contractor" in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

11. LABOR STANDARDS.

11.1 **Opportunities for Residents.** In all work made possible or resulting from this Contract affirmative action will be taken to ensure that residents of the area are given maximum opportunity for training and employment and that business concerns located in

or owned in substantial part by residents of the area are to the greatest extent feasible, awarded contracts.

11.2. **Equal Opportunity:** During the performance of the Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, marital status, familial status, age, mental or physical handicap. The Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, marital status, familial status, age or mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, age, marital status, familial or mental or physical handicap.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by DHUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by DHUD and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F above and paragraph H through P below in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issues pursuant to section 204 of Executive Order 11246 of September 24 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect

to any subcontract or purchase order as DHUD may direct as a means of enforcing such provision, including sanctions for noncompliance: provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by DHUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

- H. Non-Segregated Facilities. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, sex, religion, color or national origin, marital status, familial status,

age, mental or physical handicap, because of habit, local custom, or otherwise.

I. Davis-Bacon Act.-

K. Compliance with Copeland Regulations (29 CFR Part 3). The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

L. Subcontracts. The Contractor will insert in any subcontracts the clauses contained in 29CFR 5.5 (a) (1) through (5) and (7) and such other clauses as DHUD may by appropriate instruction require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

M. Contract termination; debarment. A breach of paragraphs (A) through (N) may be grounds for termination of the Contract, and for debarment as provided in 29 CFR 5.6.

N. Contract Work Hours Standards Act.-

12. **POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
13. **LOBBYING PROHIBITED.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the congress. The Contractor certifies, to the best of their knowledge and belief that:
- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperating Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.
 - (B) If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with this Federal contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (C) The Contractor shall require that the language of this certification be included in the award documents for all subcontracts under this contract.

14. **ENVIRONMENTAL COMPLIANCE - THE CLEAN AIR ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE ENVIRONMENTAL PROTECTION AGENCY**

14.1.1.1 Notwithstanding any other provision, the Contractor agrees to comply with the Clean Air Act, as amended (42 U.S.C. 1857 et. seq.), the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time and the standards issued pursuant thereto, in the fulfillment of services under this Contract. Further the Contractor agrees to insert in any contract or subcontract in excess of \$100,000 the following certifications:

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- b. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1958 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- c. The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- d. The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such

action as the Government may direct as a means of enforcing such provisions.

15. **PROHIBITION OF AND ELIMINATION OF LEAD-BASED PAINT HAZARD.** -
N/A
16. **FEMALE AND MINORITY PARTICIPATION CONSTRUCTION PROJECTS.** -
N/A
17. **MINORITY AND WOMEN OWNED BUSINESSES.** The Contractor agrees to take all necessary affirmative steps to ensure that businesses owned by women and minorities and labor surplus firms are used when possible during the performance of this Contract. Such affirmative steps shall be taken in accordance with 24 CFR 85.36(e)(2)(i-v).
18. **ARCHITECTURAL BARRIERS ACT. (P.L. 90-480), 42 U.S.C. 4151** as amended,-
N/A.
19. **SECTIONS 503 & 504 OF THE REHABILITATION ACT OF 1973.** As amended, provides that no otherwise qualified handicapped individual shall, solely by reasons of his or her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.
20. **THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 116 USC 470); and E.O. NO. 11593 OF MAY 31, 1971** as specified in 24 CFR 58.- N/A
21. **THE ENERGY POLICY AND CONSERVATION ACT - P.L. 94-163 AND NH STATE ENERGY CODE (RSA 115-D).**
22. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
23. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
24. **THE AGE DISCRIMINATION ACT OF 1975 (42 USC 6101, ET SEQ.).** As amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - under any program or activity receiving federal financial assistance.

25. **NONDISCRIMINATION.** Title VI of the Civil Rights Act of 1974 (PL 88-352), as amended, (42 USC 2000 d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (CFR 107 and 24 CFR 570.496) issued pursuant to that Title.
26. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968** (12 U.S.C. 1701 u) as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 5301).

The Contractor shall cause the applicable provisions of this Section of the General Provisions to be inserted in all subcontracts for any work or Project Activities covered by this contract so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the Contractor, or where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

END OF ATTACHMENT